

<i>SERFF Tracking Number:</i>	<i>AMAX-125896549</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Association of Insurance Services</i>	<i>State Tracking Number:</i>	<i>EFT \$400</i>
<i>Company Tracking Number:</i>	<i>AAIS-2008-67AG</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
<i>Product Name:</i>	<i>Agricultural Output Program</i>		
<i>Project Name/Number:</i>	<i>CW AgOP New &amp; Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG</i>		

## Filing at a Glance

Company: American Association of Insurance Services

Product Name: Agricultural Output Program	SERFF Tr Num: AMAX-125896549	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: EFT \$400

Sub-TOI: 05.0003 Commercial Package	Co Tr Num: AAIS-2008-67AG	State Status: Fees verified and received
-------------------------------------	---------------------------	--

Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins
	Author: SPI AAIS	Disposition Date: 11/12/2008
	Date Submitted: 11/11/2008	Disposition Status: Filed
Effective Date Requested (New): 06/01/2009		Effective Date (New): 06/01/2009
Effective Date Requested (Renewal):		Effective Date (Renewal):
State Filing Description:		

## General Information

Project Name: CW AgOP New & Revised Endorsements - AAIS-2008-67AG      Status of Filing in Domicile: Pending

Project Number: AAIS-2008-67AG

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/12/2008

State Status Changed: 11/12/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: AAIS-2008-67AG

Agricultural Output Program

New and Revised Endorsements

<i>SERFF Tracking Number:</i>	<i>AMAX-125896549</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Association of Insurance Services</i>	<i>State Tracking Number:</i>	<i>EFT \$400</i>
<i>Company Tracking Number:</i>	<i>AAIS-2008-67AG</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-Sub-TOI:</i>		<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Agricultural Output Program</i>		
<i>Project Name/Number:</i>	<i>CW AgOP New &amp; Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG</i>		

On behalf of our affiliated companies, the American Association of Insurance Services (AAIS) is filing changes to the above captioned program. Our filing consists of new and revised endorsements.

The Filing Memorandum provides detailed descriptions of the changes and additions being proposed at this time. Side-by-side comparisons of the current-to-revised countrywide endorsements are included. Copies of all materials are enclosed.

We propose that the filing become effective June 1, 2009. Companies will be advised to take the filing action outlined in the attached company action exhibit.

Please be advised that, upon approval, the materials that are the subject of this filing may also be provided to affiliated companies in an electronic format. We will be happy to furnish you the same materials electronically, upon request. Due to differences in printer configurations or other hardware or software differences, the appearance of the materials that are the subject of this filing may be altered slightly when produced by another system. Such alterations will be cosmetic only and will not affect the content of the filed materials.

## Company and Contact

### Filing Contact Information

Norma Jean Knight, Filings/Compliance Specialist	normak@aaisonline.com
1745 South Naperville Road	(630) 681-8347 [Phone]
Wheaton, IL 60187-8132	(630) 681-8356[FAX]

### Filing Company Information

American Association of Insurance Services	CoCode: 31400	State of Domicile: Delaware
1745 S. Naperville Road	Group Code:	Company Type:
Wheaton, IL 60187-8132	Group Name:	State ID Number:
(630) 681-8347 ext. [Phone]	FEIN Number: 36-2021360	
	-----	

SERFF Tracking Number:	AMAX-125896549	State:	Arkansas
Filing Company:	American Association of Insurance Services	State Tracking Number:	EFT \$400
Company Tracking Number:	AAIS-2008-67AG		
TOI:	05.0 Commercial Multi-Peril - Liability & Non- Liability	Sub-TOI:	05.0003 Commercial Package
Product Name:	Agricultural Output Program		
Project Name/Number:	CW AgOP New & Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG		

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$400.00
Retaliatory?	No
Fee Explanation:	\$100 per form for 4 forms
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Association of Insurance Services	\$400.00	11/11/2008	23838655



SERFF Tracking Number:	AMAX-125896549	State:	Arkansas
Filing Company:	American Association of Insurance Services	State Tracking Number:	EFT \$400
Company Tracking Number:	AAIS-2008-67AG		
TOI:	05.0 Commercial Multi-Peril - Liability & Non- Liability	Sub-TOI:	05.0003 Commercial Package
Product Name:	Agricultural Output Program		
Project Name/Number:	CW AgOP New & Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG		

## Disposition

Disposition Date: 11/12/2008  
Effective Date (New): 06/01/2009  
Effective Date (Renewal):  
Status: Filed  
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMAX-125896549 State: Arkansas

Filing Company: American Association of Insurance Services State Tracking Number: EFT \$400

Company Tracking Number: AAIS-2008-67AG

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Agricultural Output Program

Project Name/Number: CW AgOP New & Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Filed	Yes
Supporting Document	AR - FORM FILING ABSTRACT F-1	Filed	Yes
Supporting Document	AgOP Water Filing Memo - CW	Filed	Yes
Supporting Document	AG 0140 10 08 to AG 0140 01 01	Filed	Yes
Supporting Document	AG 0149 10 08 to AG 0100 01 01	Filed	Yes
Supporting Document	AG 0152 10 08 to AG 0152 03 05	Filed	Yes
Supporting Document	AG 0176 10 08 to AG 0176 01 01	Filed	Yes
Supporting Document	Important Notice - Copyrighted Materials	Filed	Yes
Supporting Document	AR Forms Company Action Exhibit	Filed	Yes
Form	Livestock Coverage	Filed	Yes
Form	Water Damage Amendments	Filed	Yes
Form	Poultry Coverage	Filed	Yes
Form	Scheduled Flood Coverage	Filed	Yes

SERFF Tracking Number: AMAX-125896549 State: Arkansas

Filing Company: American Association of Insurance Services State Tracking Number: EFT \$400

Company Tracking Number: AAIS-2008-67AG

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package Liability

Product Name: Agricultural Output Program

Project Name/Number: CW AgOP New & Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Filed	Livestock Coverage	AG 0140	10 08	Endorsement/Amendment/Condition	Replaced Form #:50.68 AG 0140 01 01 Previous Filing #:		AG 0140 .PDF
Filed	Water Damage Amendments	AG 0149	10 08	Endorsement/Amendment/Condition		62.70	AG 0149.PDF
Filed	Poultry Coverage	AG 0152	10 08	Endorsement/Amendment/Condition	Replaced Form #:53.48 AG 0152 03 05 Previous Filing #: AR-PC-04-012989		AG 0152.PDF
Filed	Scheduled Flood Coverage	AG 0176	10 08	Endorsement/Amendment/Condition	Replaced Form #:55.85 AG 0176 01 01 Previous Filing #:		AG 0176.PDF

## LIVESTOCK COVERAGE

### AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, How Much We Pay, Loss Payment, and Other Conditions.

### PROPERTY COVERED

"We" cover the livestock described on the "declarations".

### PROPERTY NOT COVERED

Unless an entry on the "declarations" indicates otherwise, the coverage provided by this endorsement does not apply to the property listed below.

1. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
2. **Waterborne Livestock** -- "We" do not cover livestock while waterborne, except while in or on ferries or other transfer boats running in connection with rail or other land routes.
3. **Carrier for Hire** -- "We" do not cover livestock of others which "you" are transporting as a carrier for hire.
4. **Livestock Not Described** -- "We" do not cover livestock which is not specifically described on the "declarations".

5. **Other Property** -- "We" do not cover real property or personal property other than livestock.

### SUPPLEMENTAL OFF-PREMISES POWER INTERRUPTION COVERAGE

The Supplemental Coverage described below applies only when an entry on the "declarations" shows that Off-Premises Power Interruption applies.

**Off-Premises Power Interruption** -- "We" will pay for loss resulting from the interruption of electrical power to buildings or structures housing livestock. The interruption must result from direct physical loss to the off-premises source of power and must be caused by a peril that is covered under the "terms" of this endorsement.

### PERILS COVERED

1. **Basic Perils** -- When an entry on the "declarations" shows Basic Perils, "we" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:
  - a. **Fire**
  - b. **Lightning**
  - c. **Explosion** -- However, "we" do not pay for loss caused by or resulting from sonic boom.

- d. **Windstorm or Hail** -- However, "we" do not pay for loss caused by or resulting from:

- 1) frost or cold weather;
- 2) ice (other than hail), snow, or sleet, whether driven by wind or not;
- 3) livestock running into streams, ponds, or ditches or against fences or other objects;
- 4) smothering or fright, whether directly or indirectly; or
- 5) freezing or smothering in blizzards or snowstorms.

- e. **Aircraft or Vehicles** -- This means only direct physical contact of an aircraft, including spacecraft and self-propelled missiles, or a vehicle, including animals pulling vehicles, with covered livestock or with a building or structure containing covered livestock.

This peril includes loss caused by objects falling from an aircraft and objects thrown up by an aircraft or a vehicle.

- f. **Smoke** -- This means sudden and accidental damage by smoke. However, "we" do not pay for any loss or damage caused by or resulting from:

- 1) agricultural smudging; or
- 2) industrial operations.

- g. **Riot or Civil Commotion** -- This includes:

- 1) acts of striking employees while occupying a "covered location"; and
- 2) looting and pilferage occurring at the time and place of riot or civil commotion.

- h. **Collision** -- This means the collision, upset, or overturn of a land vehicle in which covered livestock is being transported.

- i. **Sinkhole Collapse** -- This means "sinkhole collapse" as defined under the Agribusiness Property and Income Coverage Part.

- j. **Collapse of a Bridge or Culvert**

- k. **Stranding, Sinking, Burning, or Colliding of Ferries or Other Transfer Boats** -- This means the stranding, sinking, burning, or colliding of ferries and other transfer boats running in connection with rail or other land routes, including collision with other vessels.

This includes:

- 1) "your" share of the loss when property is thrown overboard to ensure the safety of a vessel carrying "your" livestock when that vessel is endangered by a peril insured against under the "terms" of this endorsement; and
- 2) "your" share of costs incurred to save property endangered by a peril insured against under the "terms" of this endorsement.

- l. **Theft or Attempted Theft** -- This means "theft" as defined under the Agribusiness Property and Income Coverage Part or attempted "theft". However, "we" do not pay for loss:

- 1) that is discovered upon taking inventory;
- 2) caused by or resulting from "theft" by wrongful conversion or embezzlement;
- 3) due to escape or mysterious disappearance;
- 4) due to acceptance of counterfeit money or fraudulent post office or express money orders or checks or promissory notes not paid upon presentation; or
- 5) due to unauthorized instructions to transfer covered livestock to any person or place.

- m. **Flood** -- This means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused naturally, accidentally, or artificially by:
- 1) waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge; or
  - 2) unusual and rapid accumulation or runoff of surface waters from any source.
- n. **Volcanic Action** -- This means "volcanic action" as defined under the Agribusiness Property and Income Coverage Part.
2. **Broad Perils** -- When an entry on the "declarations" shows Broad Perils, "we" insure against direct physical loss to covered property caused by all of the Basic Perils, as described above, and the following perils, unless the loss is excluded under Perils Excluded.
- a. **Vandalism** -- This means willful or malicious damage to or destruction of covered property.
  - b. **Accidental Shooting**
  - c. **Drowning From External Cause**
  - d. **Electrocution**
  - e. **Attack by a Dog or Wild Animal**
  - f. **Collapse of a Building or Other Structure**
3. **Optional Peril, Earthquake or Volcanic Eruption** -- When an entry on the "declarations" shows that the optional peril of Earthquake or Volcanic Eruption applies under the "terms" of this endorsement, "we" insure against direct physical loss to covered property caused by earthquake or volcanic eruption, unless the loss is excluded under Perils Excluded.

Volcanic eruption means the eruption, explosion, or effusion of a volcano.

All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.

---

## PERILS EXCLUDED

---

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- b. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

### c. **Earth Movement or Volcanic**

**Eruption** -- Unless an entry on the "declarations" shows that the Optional Peril of Earthquake or Volcanic Eruption applies, "we" do not pay for loss caused by any earth movement (other than "sinkhole collapse") whether by natural, accidental, or artificial means, or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.

- 1) If an entry on the "declarations" shows that the Optional Peril of Earthquake or Volcanic Eruption applies, "we" do not pay for:
    - a) loss caused by earthquake or the eruption, explosion, or effusion of a volcano that begins before the inception date of this coverage;
    - b) loss caused by blasting (other than volcanic explosion), landslide, mine subsidence, mudflow, or mudslide even if caused by earthquake or volcanic eruption; or
    - c) loss caused directly or indirectly by flood, tidal wave, or tsunami even if such flood, tidal wave, or tsunami is attributable to an earthquake or volcanic eruption.

- 2) However, with respect to item 1.c.1)a) above, "we" will pay for loss caused by earthquake or volcanic eruption that occurs on or after the inception of the coverage provided by this endorsement, if:
- a) the series of earthquake shocks or volcanic eruptions began within 72 hours prior to the inception of the coverage provided by this endorsement; and
  - b) the coverage provided by this endorsement is a renewal of earthquake coverage for livestock that did not include coverage for loss caused by earthquake or volcanic eruption beyond the expiration date of the policy.
- d. **War** -- "We" do not pay for loss caused by war. This means:
- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
  - 2) a warlike act by a military force or by military personnel;
  - 3) the destruction, seizure, or use of the property for a military purpose; or
  - 4) the discharge of a nuclear weapon even if it is accidental.
- e. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from a "covered location". Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.
- "We" do cover the direct loss caused by a covered peril which occurs at a "covered location" as a result of any power interruption.

This exclusion does not apply to the Supplemental Off-Premises Power Interruption Coverage, if provided.

2. "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. of Perils Excluded.

"We" will pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

---

## VALUATION

---

The value of livestock that "you" own will be based on actual cash value at the time of loss.

The value of livestock owned by others, but for which "you" are liable, will be based on actual cash value at the time of loss; however, "we" will not pay more than the amount for which "you" are liable.

---

## HOW MUCH WE PAY

---

With respect to the coverage provided by this endorsement, the provisions under How Much We Pay in the Agribusiness Property and Income Coverage Part that address Loss Settlement Terms; Coinsurance, Property Covered Other than Builders' Risk; and Value Reporting are replaced by the provisions that follow:

1. **Loss Settlement Terms, Livestock** -- Subject to all the "terms" of How Much We Pay:
- a. **Each Animal** -- The Each Animal Limit shown on the "declarations" is the most "we" will pay for loss to any one animal.
  - b. **All Animals** -- The All Animals Limit shown on the "declarations" is the most "we" will pay for loss in any one occurrence.

Each Animal Limits and All Animal Limits may be shown on the "declarations" for each class and type of covered livestock.

2. **Coinsurance, Livestock** -- These "terms" apply separately to each type or item of covered property for which Coinsurance is shown on the "declarations".

"We" only pay a part of the loss if the applicable "limit" is less than the value of the covered property at the time of loss multiplied by the corresponding coinsurance percentage shown on the "declarations".

"Our" part of the loss is determined using the following steps:

- a. Multiply the value of livestock at the time of loss by the coinsurance percentage.
- b. Divide the "limit" by the figure determined in 2.a. above.
- c. Multiply the total amount of loss by the figure determined in 2.b. above.
- d. Subtract the deductible from the figure determined in 2.c. above.

The most "we" will pay is the amount determined in 2.d. above or the appropriate "limit", whichever is less. "We" will not pay any remaining part of the loss.

3. **Value Reporting, Livestock** -- When an entry on the "declarations" shows a Value Reporting condition described below, those conditions apply for the reporting of livestock covered by this endorsement.

Required reports must be filed with "us" within 30 days following the last calendar day of each month and at policy expiration. The date for which values are reported and the date when reports are due may be amended by written agreement between "you" and "us". When amended the date for which values are reported and the due date of the report will be shown on the "declarations".

The report must fully describe, by kind, type, and location, all livestock which are the subject of the report.

If the full value of covered livestock exceeds any applicable "limit", the premium will be computed based on the values reported. In the event of loss, "we" will not pay more than the applicable "limit".

- a. **Full Reporting** -- If "your" last report before any loss shows less than the full value of covered livestock, "we" will not pay the full amount of the loss. The amount "we" will pay is determined using the following steps:

- 1) Set forth the values "you" reported.
- 2) Divide the values set forth in 3.a.1) above by the actual values as of the last day of the month (or any amended date shown on the "declarations") for which the report was made.
- 3) Multiply the amount of loss by the figure determined in 3.a.2) above.
- 4) Subtract the deductible from the figure determined in 3.a.3) above.

The most "we" will pay is the amount determined in 3.a.4) above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

This procedure applies separately for each "covered location" and by class and type of livestock for which values are reported.

- b. **Failure to Submit Reports** -- If, at the time of loss, "you" have failed to submit:

- 1) the first required report, "we" will not pay more than 90% of the amount of loss "we" would otherwise have paid; or

- 2) any required report after the first report, "we" will not pay more for loss than the values "you" last reported for any "covered location" or class or type of livestock involved in the loss.

- c. **Premiums** -- The premium for this coverage at inception is an advance premium. "We" will determine the final premium after the end of each policy year (or any earlier expiration of the policy or its cancellation by "us"), based on the average values "you" reported.

Based on the difference between the advance premium and the final premium for each policy year, "we" will:

- 1) charge additional premium; or
- 2) return excess premium.

If the adjustment period is other than stated above, the period of time for which premium adjustment will be made will be shown on the "declarations".

---

## OTHER CONDITIONS

---

The following additional condition applies to the coverage provided by this endorsement:

**Death of Livestock** -- Loss to covered livestock means death resulting from a peril covered under the "terms" of this endorsement or loss by "theft" or attempted "theft".

## WATER DAMAGE AMENDMENTS

The policy is amended as follows. All other "terms" of the policy apply, except as amended by this endorsement.

---

### SUPPLEMENTAL COVERAGES

---

When a "limit" for Sewer Backup and Water Below the Surface is shown on the "declarations", item 12. is deleted and replaced by the following:

**Sewer Backup and Water Below the Surface** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss caused by:

- a. water, or material present in or carried or otherwise moved by water, that backs up through, overflows from, or is otherwise discharged from:
  - 1) a sewer or drain;
  - 2) a sump, sump pump, or related equipment, even if the backup, overflow, or discharge is due to mechanical breakdown of such sump pump or related equipment.

However, "we" do not cover the cost to repair or replace any sump pump or related equipment due to mechanical breakdown; or

- 3) any other type of system designed to remove subsurface water which is drained from the foundation area; or
- b. water, or material present in or carried or otherwise moved by water, below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:
  - 1) basements, whether paved or not;
  - 2) doors, windows, or other openings;

- 3) foundations, floors, walls, or paved surfaces; or
- 4) swimming pools, septic tanks, or other structures.

However, "we" do not pay for:

- a. loss caused by an "insured's" failure to perform the ordinary maintenance or repair necessary to keep a sewer or drain cleared of obstructions; or
- b. loss caused by an "insured's" failure to maintain in proper working condition a sump pump or related equipment or any other type of system designed to remove subsurface water which is drained from the foundation area.

---

### PERILS EXCLUDED

---

Item 1.g. is deleted and replaced by the following:

g. **Water** --

- 1) "We" do not pay for loss caused by:
  - a) flood; surface water; waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge;
  - b) water that backs up through, overflows from, or is otherwise discharged from:
    - (1) a sewer or drain;
    - (2) a sump, sump pump, or related equipment; or
    - (3) any other type of system designed to remove subsurface water which is drained from the foundation area;

- c) water below the surface of the ground.  
This includes water that exerts pressure on or flows, seeps, or leaks through or into:

- (1) basements, whether paved or not;
- (2) doors, windows, or other openings;
- (3) foundations, floors, walls, or paved surfaces; or
- (4) swimming pools, septic tanks, or other structures; or

- d) material present in or carried or otherwise moved by water described in items a) through c) above.

However, if fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

2) This exclusion:

- a) applies regardless of the cause of the water or the material carried or moved by water described under items 1)a) through 1)d) above, whether or not such cause is an act of nature; and
- b) applies to, but is not limited to, water and material present in or carried or moved by water, whether or not driven by wind, that:

- (1) overtops;

- (2) escapes from;
- (3) is released from; or
- (4) is otherwise discharged from;

a dam, levee, dike, floodgate, seawall, or other device or feature designed or used to retain, contain, or control water; but

- c) does not apply to:

- (1) "computers";
- (2) "mobile equipment";
- (3) Computer Disturbance under Other Coverages; or
- (4) any of the following Supplemental Coverages, if provided: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representative Samples; Sewer Backup and Water Below the Surface; Surface Water Run-Off; or Valuable Papers and Records -- Cost of Research.

---

## POULTRY COVERAGE

---

---

### AGREEMENT

---

In return for "your" payment of the required premium, "we" provide the coverage described in this endorsement, subject to the "terms" of the "declarations", the Common Policy Conditions, and the following sections of the Agribusiness Property and Income Coverage Part: Definitions, What Must Be Done In Case of Loss, How Much We Pay, Loss Payment, and Other Conditions.

---

---

### DEFINITIONS

---

The following additional definitions apply to the coverage provided by this endorsement:

1. "Bird" means an individual domestic fowl of the kind and type described on the "declarations". "Birds" mean the number of such fowls.
2. "Flock" means a group of "birds" having a common "hatch date" and housed in the same building or structure.
3. "Hatch" means a group of "birds" having a common "hatch date".
4. "Hatch date" means a period of 24 consecutive hours during which "birds" were hatched.
5. "Purchase date" means the date that "you" acquired ownership of the "birds".
6. "Supplies" means feed, grain, grit, medicine, vaccines, sanitation products, litter, and fuel.

---

### PROPERTY COVERED

---

"We" cover the poultry described on the "declarations" while at a "covered location".

When an entry on the "declarations" shows Supplies and a "limit", the coverage provided by this endorsement also applies to "supplies", but only with respect to "supplies" that are incidental to and directly used in raising or servicing covered poultry.

---

---

### PROPERTY NOT COVERED

---

1. **Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
  2. **Diseased Poultry** -- "We" do not cover sick or diseased "birds", unless such sickness or disease is a direct result of a covered peril and death results, as described under the Other Conditions section of this endorsement.
  3. **Property Not Described** -- "We" do not cover poultry not specifically described on the "declarations" or any other real or personal property not described on the "declarations".
- 

---

### SUPPLEMENTAL POULTRY COVERAGES

---

Each Supplemental Coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

1. **Eggs** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover eggs which are packed and crated awaiting shipment to market.

When an entry is made on the "declarations" for Eggs and Packing Material Coverage, egg packing material is also covered.

2. **Transit-to-Market Damage** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover the reduction in actual cash value of covered poultry which results from damage or injury caused by collision, upset, or overturn of a transporting vehicle, but only while being transported to a sales market.

3. **Housing Damage -- Consequential Loss** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" will pay for the reduction in value of covered poultry which results from damage to the building in which such poultry is raised or serviced. The damage to the building must be caused by a peril that is covered under the "terms" of this endorsement.

In the event of loss under this coverage, "you" must:

- a. make every reasonable effort to provide housing for the poultry involved, including the repair of damaged property and relocation of poultry to temporary housing; and
- b. if necessary to minimize loss, make every reasonable effort to sell the poultry involved at the highest available price.

"We" will not pay more than the actual cash value of the poultry at the time of loss. If a percentage is shown on the "declarations" with respect to this coverage, "we" will not pay a greater amount of any loss than the percentage shown.

The coverage provided by this endorsement does not apply to the cost of repairing or rebuilding the building or structure involved.

4. **Off-Premises Power Interruption** -- When an entry on the declarations for described poultry shows that Off-Premises Power Interruption coverage applies, "we" will pay for loss resulting from the interruption of electrical power to buildings or structures housing poultry. The interruption must result from direct physical loss to the off-premises source of power and must be caused by a peril that is covered under the "terms" of this endorsement.

If a specific deductible is shown on the "declarations" with respect to this coverage, that deductible will apply.

---

## PERILS COVERED

---

1. **Basic Perils** -- When an entry on the "declarations" shows Basic Perils, "we" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:

- a. **Fire**

- b. **Lightning**

- c. **Explosion** -- However, "we" do not pay for loss caused by or resulting from sonic boom.

- d. **Windstorm or Hail** -- However, "we" do not pay for loss caused by or resulting from:

- 1) frost or cold weather; or
- 2) rain, snow, sand, or dust, whether driven by wind or not, that damage property "we" cover within a building, unless the building first sustains wind or hail damage to its roof or walls through which the rain, snow, sand, or dust enters.

- e. **Aircraft or Vehicles** -- This means only direct physical contact of an aircraft, including spacecraft and self-propelled missiles, or a vehicle, including animals pulling vehicles, with covered property or with a building or structure containing covered property.

This peril includes loss caused by objects falling from an aircraft and objects thrown up by an aircraft or a vehicle.

- f. **Smoke** -- This means sudden and accidental damage by smoke. However, "we" do not pay for any loss or damage caused by or resulting from:

- 1) agricultural smudging; or
- 2) industrial operations.

- g. **Riot or Civil Commotion** -- This includes:

- 1) acts of striking employees while occupying a "covered location"; and
- 2) looting and pilferage occurring at the time and place of riot or civil commotion.

- h. **Collision** -- This means the collision, upset, or overturn of a land vehicle in which covered property is being transported. However, this peril does not apply to the Supplemental Poultry Coverage, when provided, for Eggs or Eggs and Packing Materials.

- i. **Sinkhole Collapse** -- This means "sinkhole collapse" as defined under the Agribusiness Property and Income Coverage Part.

- j. **Volcanic Action** -- This means "volcanic action" as defined under the Agribusiness Property and Income Coverage Part.

2. **Optional Perils** -- "We" insure against direct physical loss to covered property caused by each of the following perils for which an entry has been made on the "declarations", unless the loss is excluded under Perils Excluded:

- a. **Vandalism** -- This means willful or malicious damage to or destruction of covered property. However, "we" do not pay for:

- 1) the "theft" of any property; or
- 2) any loss of or damage to property caused by or resulting from a change in temperature or humidity.

- b. **Earthquake or Volcanic Eruption** -- Volcanic eruption means the eruption, explosion, or effusion of a volcano.

All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.

- c. **Flood** -- This means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused naturally, accidentally, or artificially by:

- 1) waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge; or
- 2) unusual and rapid accumulation or runoff of surface waters from any source.

With respect to this peril, items 1.g.1)a), 1.g.1)d), and 1.g.2) under Perils Excluded do not apply.

- d. **Limited Collapse** -- This means collapse caused by the weight of ice, sleet, or snow.

3. **Broad Perils** -- When an entry on the "declarations" shows Broad Perils, "we" insure against direct physical loss to covered property caused by all of the Basic Perils and all the Optional Perils, as described above, unless the loss is excluded under Perils Excluded.

---

## PERILS EXCLUDED

---

1. "We" do not pay for loss if one or more of the following exclusions apply to the loss, regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

- a. **Ordinance or Law** -- "We" do not pay for loss or increased cost caused by enforcement of any ordinance, law, or decree regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure, including the cost of removing its debris.
- b. **Civil Authority** -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do pay for loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

- c. **Nuclear Hazard** -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. "We" do pay for direct loss by fire resulting from the nuclear hazard.

- d. **Earth Movement or Volcanic Eruption** -- Unless an entry on the "declarations" shows that the Broad Perils apply or that coverage for the optional peril of Earthquake or Volcanic Eruption applies, "we" do not pay for loss caused by any earth movement (other than "sinkhole collapse"), whether by natural, accidental, or artificial means, or caused by eruption, explosion, or effusion of a volcano. Earth movement includes, but is not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either earth movement or eruption, explosion, or effusion of a volcano.

All volcanic eruptions that occur within a 168-hour period will be considered a single event. This 168-hour period is not limited by the policy expiration.

- 1) If an entry on the "declarations" shows that Broad Perils apply or that coverage for the peril of Earthquake or Volcanic Eruption applies, "we" do not pay for:
- a) loss caused by earthquake or the eruption, explosion, or effusion of a volcano that begins before the inception date of this coverage.
  - b) loss caused by blasting (other than volcanic explosion), landslide, mine subsidence, mudflow, or mudslide even if caused by earthquake or volcanic eruption; or
  - c) loss caused directly or indirectly by flood, tidal wave, or tsunami even if such flood, tidal wave, or tsunami is attributable to an earthquake or volcanic eruption, unless the optional peril of flood applies.

2) However, with respect to item d.1)a) above, "we" will pay for loss caused by earthquake or volcanic eruption that occurs on or after the inception of the coverage provided by this endorsement, if:

- a) the series of earthquake shocks or volcanic eruptions began within 72 hours prior to the inception of the coverage provided by this endorsement; and
- b) the coverage provided by this endorsement is a renewal of earthquake coverage for poultry that did not include coverage for loss caused by earthquake or volcanic eruption beyond the expiration date of the policy.

e. **War** -- "We" do not pay for loss caused by war. This means:

- 1) declared war, undeclared war, civil war, insurrection, rebellion, or revolution;
- 2) a warlike act by a military force or by military personnel;
- 3) the destruction, seizure, or use of the property for a military purpose; or
- 4) the discharge of a nuclear weapon even if it is accidental.

f. **Utility Failure** -- "We" do not pay for loss caused by interruption of power or other utility services resulting from any cause if the interruption takes place away from a "covered location". Interruption includes reduced or increased voltage, low or high pressure, or other interruptions of normal services.

"We" do cover the direct loss caused by a covered peril which occurs at a "covered location" as a result of any power interruption.

This exclusion does not apply to the Supplemental Poultry Coverage, if provided, for Off-Premises Power Interruption.

g. **Water** --

1) "We" do not pay for loss caused by:

- a) flood; surface water; waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge;
- b) water that backs up through, overflows from, or is otherwise discharged from:

- (1) a sewer or drain;
- (2) a sump, sump pump, or related equipment; or
- (3) any other type of system designed to remove subsurface water which is drained from the foundation area;

c) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:

- (1) basements, whether paved or not;
- (2) doors, windows, or other openings;
- (3) foundations, floors, walls, or paved surfaces; or
- (4) swimming pools, septic tanks, or other structures; or

d) material present in or carried or otherwise moved by water described in items a) through c) above.

However, if fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.

- 2) This exclusion:
- a) applies regardless of the cause of the water or the material carried or moved by water described under items 1)a) through 1)d) above, whether or not such cause is an act of nature; and
  - b) applies to, but is not limited to, water and material present in or carried or moved by water, whether or not driven by wind, that:
    - (1) overtops;
    - (2) escapes from;
    - (3) is released from; or
    - (4) is otherwise discharged from:
      - a dam, levee, dike, floodgate, seawall, or other device or feature designed or used to retain, contain, or control water.
2. "We" do not pay for loss or damage if one or more of the following exclusions apply to the loss.
- a. **Electrical Currents** -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning. If a fire results, "we" cover only the loss caused by fire.

"We" do cover the direct loss by a covered peril which occurs at a "covered location" as a result of any power interruption or interruption of other utility services.
  - b. **Mechanical Breakdown** -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force. "We" do cover any resulting loss caused by a covered peril.
  - c. **Consequential Loss** -- "We" do not pay for loss caused by or resulting from loss of use, business interruption, delay, loss of market, or any other consequential loss.
- This exclusion does not apply to the Supplemental Poultry Coverage, if provided, for Housing Damage -- Consequential Loss.
- d. **Defects, Errors, and Omissions** -- "We" do not pay for loss which results from one or more of the following:
- 1) an act, error, or omission (negligent or not) relating to:
    - a) land use;
    - b) the design, specification, construction, workmanship, installation, or maintenance of property;
    - c) planning, zoning, development, siting, surveying, grading, or compaction; or
    - d) maintenance of property (including land, structures, or improvements);

whether on or off a "covered location";
  - 2) a defect, weakness, inadequacy, fault, or unsoundness in materials used in construction or repair, whether on or off a "covered location";
  - 3) the cost to make good an error in design; or
  - 4) a data processing error or omission in programming or giving of improper instructions.
- "We" do cover any resulting loss unless the resulting loss itself is excluded.
- e. **Weather** -- "We" do not pay for loss caused by weather conditions if the weather conditions contribute in any way with a cause or event excluded in paragraph 1. of Perils Excluded.
- "We" will pay for any resulting loss caused by a covered peril unless the resulting loss itself is excluded.

---

## WHAT MUST BE DONE IN CASE OF LOSS

---

With respect to the coverage provided by this endorsement, the following provision applies in addition to those set forth by the Agribusiness Property and Income Coverage Part under What Must Be Done In Case Of Loss:

**Duties in the Event of Loss** -- "You" must report any loss to "us" within 24 hours of the occurrence of the peril that caused the loss.

If the loss involves more than 100 "birds", "you" must retain all dead "birds" for a period of at least 72 hours for "our" inspection. This requirement does not apply if such retention would violate any law, ordinance, or governmental health regulation.

If "we" do not inspect the retained "birds" within this 72-hour period, "you" must have the "birds" counted in the presence of two impartial parties. A statement of that count, signed by the witnesses, must be promptly filed with "us".

---

## VALUATION

---

1. **Poultry** -- The value of covered poultry will be based on actual cash value at the time of loss, not to exceed:
  - a. the maximum value set forth on the "declarations"; or
  - b. the current market value,whichever is less.

When an entry on the "declarations" shows that reporting conditions apply, a formula for determining actual cash value may be set forth in the "declarations".

2. **Supplies** -- The value of covered "supplies" will be based on actual cash value at the time of loss.

3. **Property of Others** -- If "we" cover property of others, "we" will not pay more than the amount for which "you" are liable, and not more than the value of the property at the time of loss, as determined under the Valuation "terms" set forth above for poultry and "supplies".

---

## HOW MUCH WE PAY

---

With respect to the coverage provided by this endorsement, the provisions under How Much We Pay in the Agribusiness Property and Income Coverage Part that address Loss Settlement Terms; Coinsurance, Property Covered Other than Builders' Risk; and Value Reporting are replaced by the provisions that follow:

1. **Loss Settlement Terms, Poultry** --

- a. "We" pay the least of the following, subject to all the "terms" of How Much We Pay:
  - 1) the amount determined under Valuation;
  - 2) the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
  - 3) the "limit" that applies to covered property.
- b. With respect to poultry, "limit" is the actual cash value of the "bird" or "birds", as set forth under the Valuation "terms" of this endorsement. However, "we" will not pay more than the "limit", if any, shown on the "declarations" for:
  - 1) each building or structure housing poultry; and
  - 2) each "covered location".

2. **Coinsurance, Poultry** -- These coinsurance "terms" apply whether or not coverage for poultry is subject to the Value Reporting "terms".

If, at the time of inception of coverage for poultry involved in a loss, "you" owned a greater number of "birds" per "hatch" than the number of "birds" per "hatch" reported to "us", "we" will not pay the full amount of the loss.

"We" will determine the amount of loss using the procedure set forth below. This procedure will apply separately for each "hatch" involved in the loss.

- a. Set forth the number of "birds" covered under this endorsement. This will be the number of "birds" reported to "us" at the inception of coverage for a "hatch".
- b. Determine the number of "birds" in the "hatch" owned by "you" at the inception of coverage.
- c. Divide the number set forth in 2.a. above by the number determined in 2.b. above.
- d. Multiply the amount of loss by the figure determined in 2.c. above.
- e. Subtract the deductible from the figure determined in 2.d. above.

The most "we" will pay is the amount determined in 2.e. above or the "limit", whichever is less. "We" will not pay any remaining part of the loss.

3. **Value Reporting, Poultry** -- When an entry on the "declarations" shows a Value Reporting condition described below, those conditions apply for the reporting of poultry covered by this endorsement.

Required reports must be filed with "us" within 15 days following the last calendar day of each month and at policy expiration. The date for which values are reported and the date when reports are due may be amended by written agreement between "you" and "us". When amended, the date for which values are reported and the due date of the report will be shown on the "declarations".

The report must fully describe, by kind, type, and location, all "birds" which are the subject of the report.

If "you" discover that a report was not accurate, "you" must notify "us" immediately and file an amended report.

- a. **Monthly Hatch Reporting** -- "You" must file with "us" a report of all "birds" that "you" have acquired during the month for which the report is made.

"Birds" acquired during each month are insured from the date "you" acquired possession of the "birds".

This coverage ends on the date the report for that month is due. On that date, "birds" reported will be specifically insured, according to the "terms" of this endorsement.

"Birds" not reported are not covered.

"You" must remit the premium due for all "birds" reported to "us" within 40 days after "your" submission of the report.

- b. **Monthly Report of Birds** -- "You" must file with "us" a report of all "birds" "you" have as of the last business day of each month. "Birds" must be reported separately by age, kind and type, and by location.

The Valuation Table on the "declarations" will be used to determine the actual cash value of the "birds" at the time of loss and for premium determination.

If, at the time of loss, a report which is due has not been filed, only "birds" shown on the last previously filed report are covered, and the determination of actual cash value will be based on the age, kind, and type of "birds" shown in that previous report.

"You" must remit the premium to "us", based on the rates shown on the "declarations", within 40 days after "your" submission of the report.

- c. **Monthly Report of Poultry Values --**  
"You" must file with us a report of the full value of all poultry "you" have as of the last business day of each month.

This report will include the number of "birds" in each "hatch" and the value of each "hatch".

If, at the time of loss, a report which is due has not been filed, only "birds" in "hatches" included in the last previously filed report are covered, and "we" will not pay more for the loss than the amount of the values reported in "your" last report.

"We" will determine the premium earned at each anniversary date, or upon termination of this policy, based on the average values reported. If the term Monthly Adjustment is shown on the "declarations", "we" will determine the premium earned at the end of each month.

---

## OTHER CONDITIONS

---

The following additional condition applies to the coverage provided by this endorsement:

### **Poultry, Death or Necessary Destruction --**

Loss to covered poultry means death resulting from a peril covered under the "terms" of this endorsement. Death must take place within 48 hours of the occurrence.

Death includes destruction made necessary because of damage or injury caused by a peril covered under the "terms" of this endorsement and recommended or directed by an official health officer, attending veterinarian, or "our" authorized representative. Such destruction must take place within 48 hours of the occurrence, unless a later time is authorized by "our" representative.

---

AG 0152 10 08

## SCHEDULED FLOOD COVERAGE

The "terms" of this endorsement apply to property described on the Flood Schedule at locations described on the Flood Schedule.

All other "terms" of this policy apply.

---

### DEFINITIONS

---

The following definition is added under Definitions with respect to the coverage provided by this endorsement:

"Flood" means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused naturally, accidentally, or artificially by:

- a. waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge; or
- b. unusual and rapid accumulation or runoff of surface waters from any source.

---

### ADDITIONAL COVERAGES

---

Under Additional Coverages, the Debris Removal provision is amended to include the following with respect to the coverage provided by this endorsement:

**Debris Removal, Scheduled Flood Coverage** -- "We" pay the cost to remove the "debris" of covered property and other "debris" that is deposited on a "covered location" as a result of "flood". "We" also pay the cost to remove the "debris" of covered property that has floated or been swept away from a "covered location" as a result of "flood".

This coverage does not include costs to:

- a. remove mud or earth deposits from a "covered location";
- b. extract "pollutants" from land or water; or
- c. remove, restore, or replace polluted land or water.

This coverage applies as part of and not in addition to the sum of the applicable "limits" for each item of property described on the Flood Schedule for each "covered location".

---

### PERILS COVERED

---

With respect to coverage provided by this endorsement, the following peril is added under Perils Covered:

**Scheduled Flood Coverage** -- "We" cover direct physical loss caused by "flood".

However, "we" do not pay for "flood" loss or damage that begins before or within 72 hours after the inception date of the coverage provided by this endorsement.

If "you" request an increase in the "limit" for the coverage provided by this endorsement, that increase will not apply to loss or damage that begins before or within 72 hours after "your" request was made.

"Flood" caused by the overflow of any body of water begins when the water first overflows its banks.

---

## PERILS EXCLUDED

---

1. With respect to coverage provided by this endorsement, item 1.g. under Perils Excluded is deleted and replaced by the following:

g. **Water** --

- 1) "We" do not pay for loss caused by:

- a) water that backs up through, overflows from, or is otherwise discharged from:

- (1) a sewer or drain.

However, if such backup, overflow, or discharge is caused by "flood", "we" do pay for the resulting loss, but only if such loss occurs within 72 hours after the "flood" recedes;

- (2) a sump, sump pump, or related equipment; or  
(3) any other type of system designed to remove subsurface water which is drained from the foundation area;

- b) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:

- (1) basements, whether paved or not;  
(2) doors, windows, or other openings;  
(3) foundations, floors, walls, or paved surfaces; or  
(4) swimming pools, septic tanks, or other structures; or

- c) material present in or carried or otherwise moved by water described in items a) and b) above, except with respect to coverage provided under item a)(1) above.

However, if fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.

- 2) Except as provided under item 1)a)(1) above, this exclusion applies regardless of the cause of the water or the material carried or moved by water described under items 1)a) through 1)c) above, whether or not such cause is an act of nature.

2. With respect to coverage provided by this endorsement, the following is added under item 2. of Perils Excluded:

**Land Destabilization** -- "We" do not pay for loss or damage caused by or that results from destabilization of land due to the accumulation of water in subsurface land areas.

---

## HOW MUCH WE PAY

---

The following are added to How Much We Pay with respect to the coverage provided by this endorsement:

1. **Flood Deductible** -- "We" pay only that part of "your" loss over the deductible shown on the Flood Schedule in any one occurrence. The deductible may be shown as either an amount or a percentage.

This deductible replaces any other deductible for Scheduled Flood Coverage.

When shown as a percentage, the deductible is that percentage of:

- a. the "limit" shown on the Flood Schedule for property that is not subject to value reporting "terms"; and
- b. the full value, using the latest report of values filed with "us", for property that is subject to value reporting "terms".

If the latest report of values shows less than the full value of the property, the deductible will be determined by applying the Flood Schedule deductible percentage to the full value of the property.

If no report of values has been filed with "us" at the time of the loss, the "flood" deductible will be determined by applying the deductible percentage to the "limit" shown on the Flood Schedule.

2. **Limits That Apply To Scheduled Flood Coverage** -- The "limit" shown for each item of property described on the Flood Schedule is the most "we" will pay per occurrence for loss to that item under the "terms" of this endorsement.

If fire, explosion, or sprinkler leakage occurs as a result of "flood", the most "we" will pay for the total of all loss caused by "flood" and fire, explosion, or sprinkler leakage is the "limit" that applies to loss caused by fire, explosion, or sprinkler leakage. "We" will not pay the sum of the "limit" shown on the Flood Schedule and the "limit" that applies to loss caused by fire, explosion, or sprinkler leakage.

3. **Excess Insurance And Other Insurance** -- "You" may purchase insurance in excess of the applicable "limit" shown on the Flood Schedule. "You" may also use insurance under this endorsement as excess insurance over another policy. Such excess or other insurance will not be considered in applying Insurance Under More Than One Policy, nor will it be considered in the application of any pro rata or apportionment provision.

<i>SERFF Tracking Number:</i>	<i>AMAX-125896549</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>American Association of Insurance Services</i>	<i>State Tracking Number:</i>	<i>EFT \$400</i>
<i>Company Tracking Number:</i>	<i>AAIS-2008-67AG</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability &amp; Non-</i>	<i>Sub-TOI:</i>	<i>05.0003 Commercial Package</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Agricultural Output Program</i>		
<i>Project Name/Number:</i>	<i>CW AgOP New &amp; Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMAX-125896549 State: Arkansas  
 Filing Company: American Association of Insurance Services State Tracking Number: EFT \$400  
 Company Tracking Number: AAIS-2008-67AG  
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
 Liability  
 Product Name: Agricultural Output Program  
 Project Name/Number: CW AgOP New & Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Filed	11/12/2008
-------------------------	--	-----------------------	-------	------------

**Comments:**

**Attachments:**

AR - NAIC P&C TRANSMITTAL DOCUMENT.PDF  
 AR - NAIC FORM FILING SCHEDULE.PDF

<b>Satisfied -Name:</b>	AR - FORM FILING ABSTRACT F-1	<b>Review Status:</b>	Filed	11/12/2008
-------------------------	-------------------------------	-----------------------	-------	------------

**Comments:**

**Attachment:**

AR - FORM FILING ABSTRACT F-1.PDF

<b>Satisfied -Name:</b>	AgOP Water Filing Memo - CW	<b>Review Status:</b>	Filed	11/12/2008
-------------------------	-----------------------------	-----------------------	-------	------------

**Comments:**

**Attachment:**

AgOP Water Filing Memo - CW.PDF

<b>Satisfied -Name:</b>	AG 0140 10 08 to AG 0140 01 01	<b>Review Status:</b>	Filed	11/12/2008
-------------------------	--------------------------------	-----------------------	-------	------------

**Comments:**

**Attachment:**

AG 0140 10 08 to AG 0140 01 01.PDF

<b>Satisfied -Name:</b>	AG 0149 10 08 to AG 0100 01 01	<b>Review Status:</b>	Filed	11/12/2008
-------------------------	--------------------------------	-----------------------	-------	------------

**Comments:**

**Attachment:**

AG 0149 10 08 to AG 0100 01 01.PDF

SERFF Tracking Number: AMAX-125896549 State: Arkansas  
Filing Company: American Association of Insurance Services State Tracking Number: EFT \$400  
Company Tracking Number: AAIS-2008-67AG  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: Agricultural Output Program  
Project Name/Number: CW AgOP New & Revised Endorsements - AAIS-2008-67AG/AAIS-2008-67AG

**Review Status:**  
**Satisfied -Name:** AG 0152 10 08 to AG 0152 03 05 Filed 11/12/2008  
**Comments:**  
**Attachment:**  
AG 0152 10 08 to AG 0152 03 05.PDF

**Review Status:**  
**Satisfied -Name:** AG 0176 10 08 to AG 0176 01 01 Filed 11/12/2008  
**Comments:**  
**Attachment:**  
AG 0176 10 08 to AG 0176 01 01.PDF

**Review Status:**  
**Satisfied -Name:** Important Notice - Copyrighted Materials Filed 11/12/2008  
**Comments:**  
**Attachment:**  
Important Notice - Copyrighted Materials.PDF

**Review Status:**  
**Satisfied -Name:** AR Forms Company Action Exhibit Filed 11/12/2008  
**Comments:**  
**Attachment:**  
AR Forms Company Action Exhibit.PDF


## Property &amp; Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

<b>3. Group Name</b>					<b>Group NAIC #</b>
					0000
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>	
American Association of Insurance Services	DE	31400	36-2021360		

<b>5. Company Tracking Number</b>	AAIS-2008-67AG
-----------------------------------	----------------

## Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

<b>6. Name and address</b>	<b>Title</b>	<b>Telephone #s</b>	<b>FAX #</b>	<b>e-mail</b>
Norma Jean Knight 1745 South Naperville Road Wheaton IL 60187-8132	Filings/Compliance Specialist	800-564-2247 Ext. 243	630-681-8356	normak@aaisonline.com
<b>7. Signature of authorized filer</b>				
<b>8. Please print name of authorized filer</b>	Norma Jean Knight			

## Filing Information (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	05.0 Commercial Multi-Peril - Liability & Non-Liability			
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	05.0003 Commercial Package			
<b>11. State Specific Product code(s) (if applicable) [See State Specific Requirements]</b>				
<b>12. Company Program Title (Marketing Title)</b>	Agricultural Output Program			
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
<b>14. Effective Date(s) Requested</b>	New:	06/01/2009	Renewal:	N/A
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<b>16. Reference Organization (if applicable)</b>	We are the rating organization			
<b>17. Reference Organization # &amp; Title</b>				
<b>18. Company's Date of Filing</b>	November 11, 2008			
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

# Property & Casualty Transmittal Document

20.	This filing transmittal is part of Company Tracking #	AAIS-2008-67AG
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

Re: AAIS-2008-67AG  
Agricultural Output Program  
New and Revised Endorsements

On behalf of our affiliated companies, the American Association of Insurance Services (AAIS) is filing changes to the above captioned program. Our filing consists of new and revised endorsements.

The Filing Memorandum provides detailed descriptions of the changes and additions being proposed at this time. Side-by-side comparisons of the current-to-revised countrywide endorsements are included. Copies of all materials are enclosed.

We propose that the filing become effective June 1, 2009. Companies will be advised to take the filing action outlined in the attached company action exhibit.

Please be advised that, upon approval, the materials that are the subject of this filing may also be provided to affiliated companies in an electronic format. We will be happy to furnish you the same materials electronically, upon request. Due to differences in printer configurations or other hardware or software differences, the appearance of the materials that are the subject of this filing may be altered slightly when produced by another system. Such alterations will be cosmetic only and will not affect the content of the filed materials.

22.	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable.) [If a state requires you to show how you calculated your filing fees, place that calculation below]
	<div data-bbox="183 1463 636 1518"> <p><b>Check #:</b> Fees submitted via EFT</p> <p><b>Amount:</b> \$ 400.00</p> </div> <div data-bbox="154 1753 1300 1808"> <p><b>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</b></p> </div>

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided **ONLY** when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	AAIS-2008-67AG
-----------	--	----------------

<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	N/A
-----------	---	-----

<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Livestock Coverage	AG 0140 10 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 0140 01 01	
02	Water Damage Amendments	AG 0149 10 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Poultry Coverage	AG 0152 10 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 0152 03 05	AR-PC-04-012989
04	Scheduled Flood Coverage	AG 0176 10 08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	AG 0176 01 01	
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

# ARKANSAS INSURANCE DEPARTMENT

Form F-1  
Rev. 4/96

## FORM FILING ABSTRACT

### ALL QUESTIONS MUST BE ANSWERED

Page 1 of 2

Companies filing for a group may use a consolidated abstract if all forms are identical.

1. Date Filed November 11, 2008
2. Company Name(s) American Association of Insurance Services  
Group Name \_\_\_\_\_ NAIC No. 31400 Group No. 0000
3. (a) Annual Statement Line of Business Number (Page 14) 05.0 Commercial Multi-Peril - Liability & Non-Liability  
(b) Class of Business 05.0003 Commercial Package  
© Coverages Affected Agricultural Output
4. (a) Name of Advisory Organization, if any We are the advisory organization  
(b) Affiliations with Advisory Organization: Member ( ☐ ) Subscriber ( ☐ )
5. Is this a reference filing? Yes ( ☐ ) No ( ☒ ) If yes, please provide the following:  
(a) Name of Advisory Organization (or Affiliated Company) \_\_\_\_\_  
(b) Date of Filing \_\_\_\_\_  
© Filing Designation Number or Description \_\_\_\_\_

### PROVIDE THE INFORMATION REQUESTED ON PAGE 2 OF THIS FORM

7. Has the form(s) been approved for use in your domiciliary state and/or other states?  
Pending/Pending
8. Is the form filed in response to or due to legislation? If so, specify legislation.  
No
9. Is the form in response to or due to recent court decisions? If so, give citation.  
No

THIS INFORMATION IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Norma Jean Knight*

Signature

Norma Jean Knight

Title

630-681-8347

Telephone Number

Old Form No.	Proposed Effective Date of New Form	New Form No.	Title of the Form(s); also Indicate Withdrawals: Provide Synopsis of Coverage
AG 0140 01 01	06/01/09	AG 0140 10 08	Livestock Coverage
	06/01/09	AG 0149 10 08	Water Damage Amendments
AG 0152 03 05	06/01/09	AG 0152 10 08	Poultry Coverage
AG 0176 01 01	06/01/09	AG 0176 10 08	Scheduled Flood Coverage

**AMERICAN ASSOCIATION OF INSURANCE SERVICES**  
**Agricultural Output Program - Endorsements**  
**Filing Memorandum**

**Countrywide**

AAIS is filing a new mandatory endorsement that revises the policy Water exclusion and several revised optional coverage endorsements for use with the Agricultural Output Program. This memorandum describes the endorsements. A copy of each endorsement described below is included with this filing, as well as side-by-side comparisons showing the changes made.

The revisions to the Water exclusion and optional coverage endorsements have been made in response to the insurance coverage litigation following Hurricane Katrina. Although most courts continue to rule that flood damage is expressly and unambiguously excluded from coverage under the water damage exclusion of most policies, AAIS has modified its Water exclusion to further eliminate potential ambiguities. The optional coverage endorsements have been revised to clarify the intent and scope of coverage for loss caused by water damage.

**NEW ENDORSEMENT**

- **AG 0149 10 08 - Water Damage Amendments**

This new mandatory endorsement restates the policy Water exclusion as well as revises the coverage provided under the supplemental coverage for Sewer Backup and Water Below the Surface of the Agricultural Output Policy, AG 0100 01 01.

With respect to the Water exclusion, the endorsement adds language to the current exclusion to reference tsunamis, tides, storm surge, storm tides, and tidal surge. Coverage is now excluded for water that backs up through, overflows from, or is otherwise discharged from sewers or drains, sump pumps and related equipment, or any other type of system that removes subsurface water from the foundation area. The new endorsement adds a provision to explicitly exclude material present in or carried or otherwise moved by the water that is excluded under the endorsement. The exclusion applies regardless of the cause of the water damage, including water that comes from man-made devices or features designed to retain, contain, or control water. The water exclusion continues to make an exception for loss caused by any resulting fire, explosion, or sprinkler leakage.

The coverage provided by the supplemental coverage for Sewer Backup and Water Below the Surface is revised to provide coverage not only for water that backs up through, overflows from, or is otherwise discharged from sewers or

**AMERICAN ASSOCIATION OF INSURANCE SERVICES**  
**Agricultural Output Program - Endorsements**  
**Filing Memorandum**

**Countrywide**

drains, but also from sump pumps and any other type of system designed to remove subsurface water from the foundation area. Water damage due to mechanical breakdown of a sump pump or related equipment is also covered, but repair or replacement of the equipment due to mechanical breakdown is excluded. Two additional exclusions have been introduced with respect to proper condition and maintenance of the equipment specified.

**REVISED ENDORSEMENTS**

- **AG 0140 10 08 - Livestock Coverage**

This optional endorsement replaces the 01 01 edition to clarify the coverage provided by the flood peril.

- **AG 0152 10 08 - Poultry Coverage**

This optional endorsement replaces the 03 05 edition to clarify the coverage provided by the optional flood peril, as well as restate the water exclusion with the revised terms as described above under AG 0149 10 08 - Water Damage Amendments.

- **AG 0176 10 08 - Scheduled Flood Coverage**

This optional endorsement replaces the 01 01 edition to clarify the coverage provided by the flood peril. The water exclusion is restated with the revised terms as described above under AG 0149 10 08 - Water Damage Amendments, but the provision relating to flood is deleted from the exclusion to allow flood coverage to be provided. Additionally, a coverage exception is now provided for water that backs up through, overflows from, or is otherwise discharged from a sewer or drain if such loss is caused by flood within 72 hours after the flood recedes.

AAIS PROPOSED AG 0140 10 08	AAIS CURRENT AG 0140 01 01	COMMENTS
--------------------------------	-------------------------------	----------

LIVESTOCK COVERAGE

PERILS COVERED

- m. **Flood** -- This means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused naturally, accidentally, or artificially by:
- 1) waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge; or
  - 2) unusual and rapid accumulation or runoff of surface waters from any source.

LIVESTOCK COVERAGE

PERILS COVERED

- m. **Flood** -- This means the overflow of a stream or other body of water.

The proposed endorsement revises the flood peril to mean an overflowing or inundation by water of an area that was previously and normally dry or not covered by water.

The proposed endorsement then references different types of waters or events that may cause such an overflowing or inundation, whether naturally, accidentally, or artificially.

AAIS PROPOSED AG 0149 10 08	AAIS CURRENT AG 0100 01 01	COMMENTS
--------------------------------	-------------------------------	----------

WATER DAMAGE AMENDMENTS

SUPPLEMENTAL COVERAGES

When a "limit" for Sewer Backup and Water Below the Surface is shown on the "declarations", item 12. is deleted and replaced by the following:

**Sewer Backup and Water Below the Surface** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss caused by:

- a. water, or material present in or carried or otherwise moved by water, that backs up through, overflows from, or is otherwise discharged from:
  - 1) a sewer or drain;
  - 2) a sump, sump pump, or related equipment, even if the backup, overflow, or discharge is due to mechanical breakdown of such sump pump or related equipment.

However, "we" do not cover the cost to repair or replace any sump pump or related equipment due to mechanical breakdown; or

- 3) any other type of system designed to remove subsurface water which is drained from the foundation area; or

AGRIBUSINESS PROPERTY AND  
INCOME COVERAGE PART

SUPPLEMENTAL COVERAGES

Each Supplemental Coverage described below applies only when a "limit" for that coverage is shown on the "declarations".

12. **Sewer Backup and Water Below the Surface** -- Subject to the "limit" for this coverage, when shown on the "declarations", "we" cover direct physical loss caused by:

- a. water that backs up through
  - a sewer or drain; or

The introductory sentence in the proposed endorsement tracks the similar sentence in AG 0100.

The proposed endorsement now provides coverage for loss caused by material present in or carried or otherwise moved by the water described in item a. It then adds language to also cover water or material that overflows from or is otherwise discharged from the equipment or system described in items 1) through 3).

The proposed amendment provides coverage for a sump, sump pump, or related equipment. It then states loss caused by such back up, overflow, or discharge is covered even if it is due to mechanical breakdown of the equipment.

The proposed endorsement contains a provision excluding the cost to repair or replace such broken down equipment.

The proposed endorsement also provides coverage for any other type of system designed to remove subsurface water which is drained from the foundation area.

<div>AAIS PROPOSED</div> <div>AG 0149 10 08</div>	<div>AAIS CURRENT</div> <div>AG 0100 01 01</div>	<div>COMMENTS</div>
<p>b. water, or material present in or carried or otherwise moved by water, below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:</p> <p>1) basements, whether paved or not;</p> <p>2) doors, windows, or other openings;</p> <p>3) foundations, floors, walls, or paved surfaces; or</p> <p>4) swimming pools, septic tanks, or other structures.</p> <p>However, "we" do not pay for:</p> <p>a. loss caused by an "insured's" failure to perform the ordinary maintenance or repair necessary to keep a sewer or drain cleared of obstructions; or</p> <p>b. loss caused by an "insured's" failure to maintain in proper working condition a sump pump or related equipment or any other type of system designed to remove subsurface water which is drained from the foundation area.</p>	<p>b. water below the surface of the ground including, but not limited to water that exerts pressure on or flows, seeps, or leaks through or into</p> <p>a covered building or structure, sidewalk, driveway, foundation, swimming pool, or other structure.</p>	<p>The proposed endorsement now also provides coverage for loss caused by material present in or carried or otherwise moved by the water described in item b.</p> <p>The proposed endorsement covers basements, whether paved or not; doors; windows; other openings; floors; walls; paved surfaces; and septic tanks. It does not reference a covered building or structure, a sidewalk, or a driveway, but those are accounted for in the revised provisions of the proposed endorsement.</p> <p>The proposed endorsement adds two provisions excluding coverage for loss caused by an insured's failure to perform ordinary maintenance or repair and failure to maintain the equipment in proper working condition.</p>

AAIS PROPOSED AG 0149 10 08	AAIS CURRENT AG 0100 01 01	COMMENTS
--------------------------------	-------------------------------	----------

PERILS EXCLUDED

Item 1.g. is deleted and replaced by the following:

- g. **Water** --
- 1) "We" do not pay for loss caused by:
- a) flood; surface water; waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge;
- b) water that backs up through, overflows from, or is otherwise discharged from:
- (1) a sewer or drain;
- (2) a sump, sump pump, or related equipment; or
- (3) any other type of system designed to remove subsurface water which is drained from the foundation area;

PERILS EXCLUDED

- g. **Water** --
- "We" do not pay for loss caused by water. This means:
- 1) flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not;
- 2) water that backs up through
- a sewer or drain; and

Essentially the same.

The proposed endorsement now excludes tidal wave and tsunami; tides; and storm surge, storm tide, and tidal surge. The proposed endorsement does not reference natural, accidental, or artificial causes in this provision; reference is made in a later provision.

The proposed endorsement adds language to also exclude water that overflows from or is otherwise discharged from the equipment or system described in items (1) through (3).

The proposed endorsement now excludes a sump, sump pump, related equipment, and any other type of system designed to remove subsurface water which is drained from the foundation area.

<b>AAIS PROPOSED</b> AG 0149 10 08	<b>AAIS CURRENT</b> AG 0100 01 01	<b>COMMENTS</b>
<p>c) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:</p> <p>(1) basements, whether paved or not;</p> <p>(2) doors, windows, or other openings;</p> <p>(3) foundations, floors, walls, or paved surfaces; or</p> <p>(4) swimming pools, septic tanks, or other structures; or</p> <p>d) material present in or carried or otherwise moved by water described in items a) through c) above.</p> <p>However, if fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.</p>	<p>3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into</p> <p>a building or structure, sidewalk, driveway,</p> <p>foundation,</p> <p>swimming pool, or other structure.</p> <p>If fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.</p>	<p>The proposed endorsement excludes basements, whether paved or not; doors; windows; other openings; floors; walls; paved surfaces; and septic tanks. It does not reference a covered building or structure, a sidewalk, or a driveway, but those are accounted for in the revised provisions of the proposed endorsement.</p> <p>The proposed endorsement also excludes any material present in or carried or otherwise moved by any water excluded by the endorsement.</p>

<b>AAIS PROPOSED</b> <b>AG 0149 10 08</b>	<b>AAIS CURRENT</b> <b>AG 0100 01 01</b>	<b>COMMENTS</b>
<p>2) This exclusion:</p> <p>a) applies regardless of the cause of the water or the material carried or moved by water described under items 1)a) through 1)d) above, whether or not such cause is an act of nature; and</p> <p>b) applies to, but is not limited to, water and material present in or carried or moved by water, whether or not driven by wind, that:</p> <p>(1) overtops;</p> <p>(2) escapes from;</p> <p>(3) is released from; or</p> <p>(4) is otherwise discharged from;</p> <p>a dam, levee, dike, floodgate, seawall, or other device or feature designed or used to retain, contain, or control water; but</p> <p>c) does not apply to:</p> <p>(1) "computers";</p> <p>(2) "mobile equipment";</p> <p>(3) Computer Disturbance under Other Coverages; or</p> <p>(4) any of the following Supplemental Coverages, if provided: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representative Samples; Sewer Backup and Water Below the Surface; Surface Water Run-Off; or Valuable Papers and Records -- Cost of Research.</p>	<p>This exclusion</p> <p>does not apply to</p> <p>"computers";</p> <p>"mobile equipment";</p> <p>Computer Disturbance under Other Coverages; or</p> <p>the Supplemental Coverages, if provided, for: Accounts Receivable; Carrier Liability; Fine Arts, Furs, Guns, Jewelry, and Metals; Overseas Transit and Location; Property in Transit; Property on Exhibition; Property Sold Under Installment Sales Plan; Sales Representatives Samples; Sewer Backup and Water Below the Surface; Surface Water Run-Off; or Valuable Papers and Records -- Cost of Research.</p>	<p>The proposed endorsement adds language reinforcing the scope of the exclusion regardless of the cause of the water or other material also excluded by the endorsement.</p>

AAIS PROPOSED AG 0152 10 08	AAIS CURRENT AG 0152 03 05	COMMENTS
--------------------------------	-------------------------------	----------

POULTRY COVERAGE

PERILS COVERED

1. **Basic Perils** -- When an entry on the "declarations" shows Basic Perils, "we" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:
- d. **Windstorm or Hail** -- However, "we" do not pay for loss caused by or resulting from:
- 1) frost or cold weather; or
  - 2) rain, snow, sand, or dust, whether driven by wind or not, that damage property "we" cover within a building, unless the building first sustains wind or hail damage to its roof or walls through which the rain, snow, sand, or dust enters.

POULTRY COVERAGE

PERILS COVERED

1. **Basic Perils** -- When an entry on the "declarations" shows Basic Perils, "we" insure against direct physical loss to covered property caused by the following perils, unless the loss is excluded under Perils Excluded:
- d. **Windstorm or Hail** -- However, "we" do not pay for loss caused by or resulting from:
- 1) frost or cold weather; or
  - 2) rain, snow, sand, or dust, whether driven by wind or not, that damage property "we" cover within a building, unless the building sustains damage to its roof or walls through which the rain, snow, sand, or dust enters.

The proposed endorsement adds language to clarify that property within a building is covered only if the building first sustains wind or hail damage.

AAIS PROPOSED AG 0152 10 08	AAIS CURRENT AG 0152 03 05	COMMENTS
<p>2. <b>Optional Perils</b> -- "We" insure against direct physical loss to covered property caused by each of the following perils for which an entry has been made on the "declarations", unless the loss is excluded under Perils Excluded:</p> <p>c. <b>Flood</b> -- This means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused naturally, accidentally, or artificially by:</p> <p>1) waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge; or</p> <p>2) unusual and rapid accumulation or runoff of surface waters from any source.</p> <p>With respect to this peril, items 1.g.1)a), 1.g.1)d), and 1.g.2) under Perils Excluded do not apply.</p>	<p>2. <b>Optional Perils</b> -- "We" insure against direct physical loss to covered property caused by each of the following perils for which an entry has been made on the "declarations", unless the loss is excluded under Perils Excluded:</p> <p>c. <b>Flood</b> -- This means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not.</p>	<p>The proposed endorsement restates the flood peril to mean an overflowing or inundation by water of an area that was previously and normally dry or not covered by water.</p> <p>The proposed endorsement then adds reference to various types of water or events that may cause such an overflowing or inundation, whether such cause is natural, accidental, or artificial. The current endorsement references those types of water or events as a part of the flood peril, rather than as causes of the flood peril</p> <p>The proposed endorsement removes the provisions that relate to flood from the water damage exclusion.</p>

AAIS PROPOSED AG 0152 10 08	AAIS CURRENT AG 0152 03 05	COMMENTS
--------------------------------	-------------------------------	----------

PERILS EXCLUDED

g. **Water --**

- 1) "We" do not pay for loss caused by:
- a) flood; surface water; waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge;

b) water that backs up through, overflows from, or is otherwise discharged from:

(1) a sewer or drain;

(2) a sump, sump pump, or related equipment; or

(3) any other type of system designed to remove subsurface water which is drained from the foundation area;

PERILS EXCLUDED

g. **Water --**

- Unless an entry on the "declarations" shows that Broad Perils apply or that coverage for the optional peril of Flood applies, "we" do not pay for loss caused by water. This means:
- 1) flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not;

2) water that backs up through

a sewer or drain; and

The proposed endorsement deletes the introductory language from the current endorsement; it is no longer necessary due to the restructuring of the flood peril.

The proposed endorsement now excludes tidal wave and tsunami; tides; and storm surge, storm tide, and tidal surge. It also applies wind to all of the described water, rather than only the spray that results from such water. The proposed endorsement no longer references natural, accidental, or artificial causes in this provision; reference is made in a later provision.

The proposed endorsement adds language to also exclude water that overflows from or is otherwise discharged from the equipment or system described in items (1) through (3).

The proposed endorsement now excludes a sump, sump pump, related equipment, and any other type of system designed to remove subsurface water which is drained from the foundation area.

<b>AAIS PROPOSED</b> <b>AG 0152 10 08</b>	<b>AAIS CURRENT</b> <b>AG 0152 03 05</b>	<b>COMMENTS</b>
<p>c) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:</p> <p>(1) basements, whether paved or not; (2) doors, windows, or other openings; (3) foundations, floors, walls, or paved surfaces; or (4) swimming pools, septic tanks, or other structures; or</p> <p>d) material present in or carried or otherwise moved by water described in items a) through c) above.</p> <p>However, if fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.</p> <p>2) This exclusion:</p> <p>a) applies regardless of the cause of the water or the material carried or moved by water described under items 1)a) through 1)d) above, whether or not such cause is an act of nature; and</p> <p>b) applies to, but is not limited to, water and material present in or carried or moved by water, whether or not driven by wind, that:</p> <p>(1) overtops; (2) escapes from; (3) is released from; or (4) is otherwise discharged from:</p> <p>a dam, levee, dike, floodgate, seawall, or other device or feature designed or used to retain, contain, or control water.</p>	<p>3) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into</p> <p>a building or structure, sidewalk, driveway, foundation,</p> <p>swimming pool, or other structure.</p> <p>If fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.</p>	<p>The proposed endorsement excludes basements, whether paved or not; doors; windows; other openings; floors; walls; paved surfaces; and septic tanks. It does not reference a building or structure, a sidewalk, or a driveway, but those are accounted for in the revised provisions of the proposed endorsement.</p> <p>The proposed endorsement also excludes material present in or carried or otherwise moved by the water excluded by the endorsement.</p> <p>The proposed endorsement adds language reinforcing the scope of the exclusion regardless of the cause of the water or other material also excluded by the endorsement.</p>

AAIS PROPOSED AG 0176 10 08	AAIS CURRENT AG 0176 01 01	COMMENTS
--------------------------------	-------------------------------	----------

SCHEDULED FLOOD COVERAGE

DEFINITIONS

The following definition is added under Definitions with respect to the coverage provided by this endorsement:

"Flood" means an overflowing or inundation by water of an area that was previously and normally dry or not covered by water, whether caused naturally, accidentally, or artificially by:

- a. waves, including, but not limited to, tidal wave and tsunami; tidal water; tides; overflow of any body of water; or spray from any of these; all whether or not driven by wind. This includes, but is not limited to, storm surge, storm tide, and tidal surge; or
- b. unusual and rapid accumulation or runoff of surface waters from any source.

SCHEDULED FLOOD COVERAGE

DEFINITIONS

The following definition is added with respect to the coverage provided by this endorsement:

"Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not and whether caused by natural, accidental, or artificial means. This includes spray that results from these whether driven by wind or not.

Essentially the same.

The proposed endorsement restates the definition of flood to mean an overflowing or inundation by water of an area that was previously and normally dry or not covered by water.

The proposed endorsement then adds reference to various types of water or events that may cause such an overflowing or inundation, whether such cause is natural, accidental, or artificial. The current endorsement references those types of water or events as a part of the definition of flood, rather than as causes of the definition of flood.

AAIS PROPOSED AG 0176 10 08	AAIS CURRENT AG 0176 01 01	COMMENTS
--------------------------------	-------------------------------	----------

PERILS COVERED

With respect to coverage provided by this endorsement, the following peril is added under Perils Covered:

**Scheduled Flood Coverage** -- "We" cover direct physical loss caused by "flood".

However, "we" do not pay for "flood" loss or damage that begins before or within 72 hours after the inception date of the coverage provided by this endorsement.

If "you" request an increase in the "limit" for the coverage provided by this endorsement, that increase will not apply to loss or damage that begins before or within 72 hours after "your" request was made.

"Flood" caused by the overflow of any body of water begins when the water first overflows its banks.

PERILS COVERED

**Scheduled Flood Coverage** -- "We" cover direct physical loss caused by "flood".

However, "we" do not pay for "flood" loss or damage that begins before or within 72 hours after the inception date of the coverage provided by this endorsement.

If "you" request an increase in the "limit" for the coverage provided by this endorsement, that increase will not apply to loss or damage that begins before or within 72 hours after "your" request was made.

"Flood" involving the overflow of a body of water begins when the water first overflows its banks.

The proposed endorsement adds introductory language for consistency across all provisions.

The proposed endorsement revises this provision to reflect that the overflow of any body of water is now a cause of "flood", rather than a part of "flood".

AAIS PROPOSED AG 0176 10 08	AAIS CURRENT AG 0176 01 01	COMMENTS
--------------------------------	-------------------------------	----------

PERILS EXCLUDED

1. With respect to coverage provided by this endorsement, item 1.g. under Perils Excluded is deleted and replaced by the following:
- g. **Water** --
- 1) "We" do not pay for loss caused by:
- a) water that backs up through, overflows from, or is otherwise discharged from:
- (1) a sewer or drain.
- However, if such backup, overflow, or discharge is caused by "flood", "we" do pay for the resulting loss, but only if such loss occurs within 72 hours after the "flood" recedes;
- (2) a sump, sump pump, or related equipment; or
- (3) any other type of system designed to remove subsurface water which is drained from the foundation area;

PERILS EXCLUDED

1. Item 1.g., Water, under Perils Excluded, is deleted and replaced by the following:
- g. **Water** --
- "We" do not pay for loss caused by water. This means:
- 1) water that backs up through
- a sewer or drain; and

Essentially the same.

Essentially the same.

The proposed endorsement adds language to also exclude water that overflows from or is otherwise discharged from the equipment or system described in items (1) through (3).

The proposed endorsement covers loss caused by the backup, overflow, or discharge of a sewer or drain, when such backup, etc. is caused by "flood", but only if the loss occurs within 72 hours after the "flood" recedes.

The proposed endorsement now excludes a sump, sump pump, related equipment, and any other type of system designed to remove subsurface water which is drained from the foundation area.

AAIS PROPOSED AG 0176 10 08	AAIS CURRENT AG 0176 01 01	COMMENTS
--------------------------------	-------------------------------	----------

<p>b) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into:</p> <p>(1) basements, whether paved or not;  (2) doors, windows, or other openings;  (3) foundations, floors, walls, or paved surfaces; or  (4) swimming pools, septic tanks, or other structures; or</p> <p>c) material present in or carried or otherwise moved by water described in items a) and b) above, except with respect to the coverage provided under item a)(1) above.</p> <p>However, if fire, explosion, or sprinkler leakage results, "we" do pay for the resulting loss.</p> <p>2) Except as provided under item 1)a)(1) above, this exclusion applies regardless of the cause of the water or the material carried or moved by water described under items 1)a) through 1)c) above, whether or not such cause is an act of nature.</p>	<p>2) water below the surface of the ground. This includes water that exerts pressure on or flows, seeps, or leaks through or into</p> <p>a building or structure, sidewalk, driveway, foundation,</p> <p>swimming pool, or other structure.</p> <p>If fire, explosion, or sprinkler leakage results, "we" do cover the resulting loss.</p>	<p>The proposed endorsement now excludes basements, whether paved or not; doors; windows; other openings; floors; walls; paved surfaces; and septic tanks. It no longer references a building or structure, a sidewalk, or a driveway, but those are accounted for in the revised provisions of the proposed endorsement.</p> <p>The proposed endorsement also excludes material present in or carried or otherwise moved by the water excluded by the endorsement, but it provides an exception for any material present in or moved by the water covered under the exception for back up of a sewer or drain caused by a flood.</p> <p>The proposed endorsement adds a provision to reinforce the scope of the exclusion regardless of the cause of the water or other material also excluded by the endorsement. It makes an exception for coverage given when a "flood" causes a sewer or drain to back up, etc., and the loss occurs within 72 hours after the "flood" recedes.</p>
--	---	--

**IMPORTANT NOTICE:**

**COPYRIGHTED MATERIALS**

This filing contains copyrighted material. All material published by the American Association of Insurance Services, Inc. is copyrighted. All rights to this material are reserved. Possession of this material does not give the possessor the right to print, reprint, publish, copy, sell, file, or use this material in any manner without the express written permission of the American Association of Insurance Services, Inc.

# AMERICAN ASSOCIATION OF INSURANCE SERVICES

## COMPANY ACTION EXHIBIT

### ARKANSAS

#### FORMS AND ENDORSEMENTS

Companies that have granted AAIS filing authority for forms and endorsements for this line of insurance:

- can adopt an AAIS forms and endorsements filing, without modifications, on the effective date designated by AAIS without notifying the Arkansas Insurance Department (ARID).
- can adopt an AAIS forms and endorsements filing on an earlier effective date by notifying the ARID at least 30 days before their chosen effective date.
- can adopt an AAIS forms and endorsements filing on a later effective date by notifying the ARID at least 30 days before the effective date designated by AAIS.
- can modify an AAIS forms and endorsements filing by establishing an effective date and submitting their modifications to the ARID at least 30 days before their chosen effective date.
- can choose not to adopt an AAIS forms and endorsements filing by notifying the ARID on or before the effective date designated by AAIS.

Companies that have not granted AAIS filing authority for forms and endorsements for this line of insurance:

- can adopt an AAIS forms and endorsements filing by establishing an effective date and making a reference filing with the ARID at least 30 days before their chosen effective date. A reference filing should contain only transmittal forms and the filing reference numbers. Copies of AAIS filed and approved materials should **not** be included in a reference filing.

Include the AAIS and state file numbers in all correspondence with the ARID.